IN THE HIGH COURT OF JUDICATURE AT BOMBAY
O. O. C. J.

NOTICE OF MOTION NO.193 OF 2006
IN
WRIT PETITION NO.1749 OF 2004

M/s.Avery India Limited. ...Petitioner.
Vs.
The National Labour Organisation. ...Respondent.
....
Mrs.Meena Doshi for the Applicant.
Mr.A. D. Shetty with Ms. Rita Joshi for the Respondent.
.....

CORAM : DR.D.Y.CHANDRACHUD, J.

August 21, 2006.

P.C.

No relief can be granted on this Notice of Motion. Parties entered into Consent Terms and this Court passed an order on 5th May 2005 in terms thereof. The Consent Terms were arrived at in the course of mediation proceedings that took place before Shri S.K. Talsania, Counsel practising before the Court who was appointed as mediator with the consent of parties. Clause 4 of the Consent Terms records thus:

> "4. SCALE OF PAY : With effect from 26th October 1993, the existing scales of pay for the various categories of workmen shall be extended by providing further

increments in the said scale with the span indicated in Annexure-B annexed hereto provided, however, that the basis for the rates of increment and the span shall be as specified in the said Annexure."

It is clear that the Consent Terms reflect an over all settlement of disptues between the parties. Clause 3 of the Consent Terms shows that the workers had given up their claim prior to 26th October 1993. Clause 7 provides that the arrears on account of the revision of basic wages as per clause 4 and the consequent difference in dearness allowance payable with effect from 26th October 1993 shall be restricted to 90 per cent of the total amount which a workman would otherwise be entitled to receive consequent upon such revision. Clause 7.4 then sets out the payments to be received by each of the said workmen towards arrears in terms of Annexure-C.

In view of the overall settlement, it would not be proper for this Court to reopen the entire issue again. The Notice of Motion is dismissed.

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